

Introduction

These Terms of Business are intended to give you important information concerning our approach to arranging insurances for customers and how we will handle your insurance. Our intention in issuing this document is to establish clearly and concisely with you the basis and extent to which we will provide you with services in relation to general commercial and personal insurance and to provide you with more general information on our services. If we make a material change to our terms of business, which affects you, we will provide you with details of the change as soon as possible.

We are required by the Central Bank of Ireland to give you this document. We would therefore urge you to read this document carefully and use the information to decide if our services are right for you.

If you do not wish our relationship to be governed in such a manner you need to advise us in writing before we proceed to arrange the insurance. This document takes effect for all new customers from the 1st February 2026 and for all existing customers from their policy renewal date falling due on or after the 1st March 2026 or whenever it is received (whichever is the later) and supersedes any Terms of Business that may have been previously issued to you by us. In this document “we”, “us” and “our” means BMCI Insurance & Investments Ltd. Please note that to avail of any product or service through BMCI Insurance & Investments Ltd it is a condition that you agree to the terms of these Terms of Business

Authorised Status

BMCI Insurance & Investments Ltd is regulated by The Central Bank of Ireland (ref C1626) under the Investment Intermediaries Act 1995 (as amended) and is registered with The Central Bank of Ireland as an Insurance Intermediary under the European Communities (Insurance Distribution) Regulations 2018. Which can be verified on the Insurance Distribution Register available at www.centralbank.ie

Registered Office; Suite6, 12-15 Killeglad Street, Ashbourne, Co Meath. A84HH77. Tel. (01)8831010 Email info@bmci.ie. Website www.bmci.ie

BMCI is a member of Brokers Ireland.

Statutory Codes

BMCI Insurance & Investments Ltd is subject to and complies with the Consumer Protection Code, the Minimum Competency Code and the Fitness and Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website at www.centralbank.ie

Our Services

As Insurance Intermediaries we provide advice in relation to non-life insurance policies and life assurance products and services. We are not tied to any insurer and no insurer holds any shareholding in Us or any of Our subsidiaries or associated companies. We do not have any holdings or voting rights in any insurer

We will receive and transmit orders on your behalf, on receipt of your instructions to one or more product producers (a list of which is available on request). We will offer advice on a fair analysis basis in relation to all classes of insurance policies. This means we will research the market place and providers and recommend the best product to suit your own needs. Where we do not provide a product or service on the basis of fair analysis of the market, we will disclose to you the names of those product producers whose products or services we considered as part of the analysis. We will provide you with a quotation and will make our recommendation to you following a factfinding exercise to assess your demands and needs. Our recommendation will be in writing and will include a Suitability Statement which will outline the reasons why the product or service is considered suitable. We will provide you with all relevant documentation within a reasonable time upon contract conclusion. We will provide advice and will assist you in making claims under insurance policies arranged by us on your behalf. We do not have any “tied” relationship with any institution that would compromise our ability to offer independent

advice and a wide choice. In the conduct of business and in the choice of an insurer, we aim to provide advice objectively and independently in our clients' best interests.

We will also offer assistance to you in relation to processing claims on policies taken out with us and in seeking renewal terms on your cover.

Fair and Personal Analysis

The concept of fair and personal analysis describes the extent of the choice of products and providers offered by an intermediary within a particular category of life assurance, general insurance, mortgages, and/ or a specialist area. The number of contracts and providers considered must be sufficiently large to enable an intermediary to recommend a product that would be adequate to meet a client's needs.

The number of providers that constitutes 'sufficiently large' will vary depending on the number of providers operating in the market for a particular product or service and their relative importance in and share of that market. The extent of fair analysis must be such that could reasonably be expected of a professional conducting business, considering the accessibility of information and product placement to intermediaries and the cost of the search.

In order to ensure that the number of contracts and providers is sufficiently large to constitute a fair and personal analysis of the market, we will consider the following criteria:

- the needs of the customer,
- the size of the customer order,
- the number of providers in the market that deal with brokers,
- the market share of each of those providers,
- the number of relevant products available from each provider,
- the availability of information about the products,
- the quality of the product and service provided by the provider,
- cost, and
- any other relevant consideration.

Insurer Security

BMCI Insurance & Investments Ltd transacts business only through product providers who are regulated by the Central Bank of Ireland or another equivalent regulator. Whilst we make every effort to ensure that cover is placed with financially strong companies, we do not guarantee the solvency of any insurer we place business with. If a participating insurer becomes insolvent, you may still be liable to pay the premium, whether in full or pro-rata. We deny any liability in the event of the Insurer becoming insolvent

Conduct

BMCI Insurance & Investments Ltd endeavours in all transactions to act honestly and fairly in the best interests of our clients and the integrity of the market while complying with all regulatory requirements applicable to the conduct of our business activities. We do not tolerate unethical behaviour either in our own activities or in those with whom we seek to do business. The firm is subject to the Central Bank's Consumer Protection Code, Minimum Competency Code and the Fitness and Probity Standards which offer protection to consumers. These codes are available on the Central Bank's website www.centralbank.ie

Premium Finance

As a credit intermediary, we can arrange finance for your insurance premium.

You can pay your renewal insurance premium in full or use premium finance to pay in instalments through your high-cost credit premium instalments plans with regulated financial institutions. Paying for your insurance by monthly instalments costs more than if you make a one-off

payment. There may be cheaper finance options available through the insurance policy provider or other finance service providers in the market. Please contact us if you have questions or would like to discuss these options further.

Handling Client Money

BMCI Insurance & Investments Ltd in the course of carrying on insurance distribution, handle client money in accordance with the Central Bank of Ireland's Premium Handling Rules, which are designed to protect you. A copy of these rules is available on request. Client money is kept separate from our own money. Client money will be deposited into a designated 'Client Premium Account'. Any interest earned on client money will be retained by us.

BMCI Insurance & Investments Ltd will accept payments in cash, by cheque, credit / debit cards or electronic bank transfer in respect of all classes of insurance in the circumstances permitted under our regulatory authorisations. The firm is not authorised to accept cash or negotiable instruments in any other circumstances. Premiums are due on or before renewal/inception date or before any policy changes which result in an additional charge. It is your responsibility to ensure that your payment has reached us and that your policy has been incepted/renewed/amended. If the firm do not receive your renewal payment on or before your renewal date, your policy will lapse, and no cover will be in place.

Remuneration and Fees

Our income is generated from a combination of commissions and brokerage fees for our professional services. The level of brokerage charged will be dependent on the complexity of service, seniority of staff involved, compliance factors, and other operational considerations. Any brokerage charged will be clearly identified on your quotation documentation and invoices where business is transacted and will be non-refundable in the event of policy cancellation. BMCI Insurance & Investments Ltd may also receive additional commission from premium finance providers for business transacted. Details of our remuneration are available on request and can also be found on our website www.bmci.ie. We do not regard this as a conflict of interest when providing business services to its clients. We may offer clients the option of paying solely by a fee if required. We may receive commission and other payments at inception of your business and on an on-going basis from the product provider with which business is placed. Commissions receivable from product providers are not offset against any fees which we may charge you, unless otherwise agreed.

Scale of Fees

The following is the scale of fees that may be applied to the various types of business we transact. Any Broking Fee charged on a renewal or new business will not exceed 100% of the premium but may be subject to a minimum fee of €30.

In respect of clients with multiple policies no more than 100% of the total annual premium will be charged although this may be charged in the form of a single transaction on a single policy or a variation thereof. Midterm adjustments/cancellation may be subject to a charge which will be €30 or 100% of the premium, whichever is the greater.

Claims in excess of €100,000 at final settlement may be subject to a charge for claims handling of 5% (calculated based on the final settlement amount).

A Compliance fee of 3.5% of the gross premium will apply to all policies.

We reserve the right to amend these fees should the complexity of the placing or the product require a higher fee. We will confirm and agree this fee with you prior to any increased charge being applied.

- A fee of up to €50 may be charged for all duplicate documentation.

- A fee of up to €50 may be charged for driving experience letters.
- A fee of up to €50 may be charged for mid term alterations
- A fee of up to €50 may be charged for all financial institution indemnity letters.

Where we arrange Insurance Premium Finance on your behalf, a handling charge of no more than 4.5% of the total premium being financed and/or up to €100 Broker Fee may apply.

Fees for Advisory Services:

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|---|------------------|
| • Support Staff | €100.00 per hour |
| • Senior Advisor Commercial Lines | €200.00 per hour |
| • Director – Commercial Lines | €300.00 per hour |
| • Senior Advisor Life Pension Investments | €200.00 per hour |

Receipts

BMCI Insurance & Investments Ltd issues receipt for each non-negotiable or negotiable instrument or payment received pursuant to Section 30 of The Investment Intermediaries Act 1995. These are issued with your protection in mind and should be stored in a safe place. All premiums paid to BMCI Insurance & Investments Ltd are deemed to be paid to the relevant insurer and the indemnity is provided under Section 25G of The Insurance Act 2000.

Client Rebates

In accordance with the Consumer Protection Code when a refund to the value of more than €10 is received from the product producer, and on condition that the premium for this product has been paid in full, we will refund you, our client, in full within 5 working days. Where the premium rebate is €10 or less, we will offer you the choice of:

- a) Receiving the premium rebate; or
- b) Receiving a reduction from a renewal premium or other premium currently due to BMCI Insurance & Investments Ltd; or
- c) BMCI Insurance & Investments Ltd donating the rebated amount to a registered charity.

In respect of options b) and c) above, we will seek your consent on each occasion. Where you have agreed to option c) we will document the donation to the relevant charity. We may make this donation on one occasion each year for all of our clients to which this applies.

Where a rebate cheque has not been presented for payment within 6 months from the date of issue, we must return the rebate to the product producer.

How We Communicate with You

BMCI Insurance & Investments Ltd offer you the choice of receiving communication (including documentation) either on paper or by another durable medium such as email, SMS or on our website www.bmci.ie. We are unable to accept instructions from you by means of text messages or other electronic messages or messages received other than via our corporate email address. Where you have chosen to provide us with your email address and/or mobile number for communication (including documentation), you agree that we can communicate and contract with you using electronic means. Should you not wish us to communicate or contract with you via electronic means, please advise the firm and we will send correspondence to you using standard post.

By engaging in these methods of communication we and you accept the inherent risks BMCI Insurance & Investments Ltd (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Notwithstanding that we have reasonable virus checking procedures on our system, you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are

complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the system shall be deemed the definitive record of electronic communications and documentation

Both parties may communicate by telephone, but it is agreed that no instructions that require action will be left on any messaging service since neither party can guarantee that they will be received or actioned.

Telephone Call Recordings

All telephone calls to and from our offices are recorded for training and verification purposes

Your Personal Data and Data Protection

The firm is subject to the requirements of the General Data Protection Regulation 2018 (GDPR) and the Irish Data Protection Act 2018.

We are committed to keeping Personal Data confidential and process all Personal Data in accordance with the Data Protection Laws. Our Privacy Notice, which explains how and why we process Personal Data, including what rights individuals have under the Data Protection Laws can be viewed on our website www.bmci.ie or a copy can be provided on request.

Cancellations and mid-term alterations

You may opt to amend or cancel your policy during the period of cover. A consumer (as defined by SI No. 853 of 2004, the Distance Marketing Directive, is a natural person acting for purposes outside his/her trade, business or profession) has the right to withdraw from an insurance policy (as defined under SI No. 853 of 2004), which was provided at a distance (i.e. via internet or telephone) within 14 days of the start date of the policy or the date you received the policy schedule, whichever is the later, without penalty and without giving any reason – this is known as the 'Cooling Off Period'

Under the Consumer Insurance Contracts Act 2019 (CICA 2019) you may also cancel a contract of insurance by giving notice in writing within 14 business days after you have been informed that the contract is concluded. The only cost to you will be the cost of the premium for the period of cover. For further information refer to CICA 2019 Information detailed below.

The right of withdrawal must be exercised by notice in writing to BMCI Insurance & Investments Ltd, quoting your policy number. If the cover relates to motor insurance, the policy cannot be cancelled, or monies refunded until the relevant Certificate of insurance and windscreen disc have been received by the product provider. No refund will apply if a claim has occurred on the policy. Should this right be exercised the insurance company may charge for the period you are on cover.

Please note that if you cancel a policy which was set up on a minimum and deposit basis, no refund will be allowed following cancellation. Should you initiate the cancellation of your policy prior to the expiration date and within the first year of insurance with your insurer, the insurer is entitled to retain a greater percentage of unearned premium (UEP) than would otherwise apply with pro rata cancellation.

Defaults – Actions and Remedies

We reserve the right to instigate cancellation proceedings in the event of the following:

- Your non-payment of the premium due at inception, renewal or following a mid-term adjustment.
- Your bank returns your cheque due to insufficient funds or any other reason
- Non-disclosure of relevant information
- Insurer imposed cancellation.

Your insurer may cancel your policy in certain circumstances. These conditions are clearly outlined on all policy documents so we would ask you to read these conditions very carefully. When your policy ends or is cancelled, we will send you any documentation and information that you are entitled to on request

Duty of Disclosure

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. You must advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up-to-date advice and products best suited to your needs. Failure to contact us in relation to changes in your circumstances or failure to request a review may result in you having insufficient insurance cover, or claims not being paid

Termination of Service

You or us may terminate this Agreement by giving thirty (30) days' notice in writing. This Agreement shall automatically terminate on the date that any policies arranged by us for you are terminated or are not renewed such that there are no such active policies. In the event of termination by you, we will be entitled to receive all fees or brokerage due and payable (whether or not these have been received by us) in relation to policies placed by us prior to the termination of this Agreement, other than where such termination is in relation to our breach of this Agreement or as a result of us not providing the Services in accordance with any specific additional service agreement entered into with you. In the event that this Agreement is terminated, we will cease to be your agent. As a consequence of this we will no longer provide you with any services. If after termination of this Agreement you still require services from us, these will be subject to a new written Agreement and we reserve the right to make an additional charge for these services, however there is no obligation on Us to agree to perform such services

Force Majeure

BMCI Insurance & Investments Ltd will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside of our reasonable control including any act, event, non-happening, omission, or accident beyond our reasonable control. Our performance under these Terms of Business is deemed to be suspended for the period that such event continues, and we will have an extension of time for performance for the duration of that period

Customer Complaints

Customer service is important to BMCI Insurance & Investments Ltd, and we aim to resolve complaints as quickly as possible. We will acknowledge your complaint within 5 business days. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. If you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. [Tel:\(01\)5677000](tel:015677000) Email: info@fspo.ie, Website: www.fspo.ie A full copy of our complaint's procedure is available on request

Website

Our website is www.bmci.ie and while we use reasonable efforts to include accurate and up-to-date information on our website, errors or omissions sometimes occur. We do not guarantee the accuracy, completeness or correctness of any information on our website. You agree that use of the site and its contents is entirely at your risk. We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property as a result of your access to, use of, or browsing on the website or your downloading of any materials, data, text, images, video, or audio from our website

Conflicts of Interest

It is the policy of BMCI Insurance & Investments Ltd to avoid any conflict of interest when providing products & services to our clients. This agreement however will not prevent us from providing products or services to other Clients in the same industry who may be your competitors or with whom you have business dealings. Where an unavoidable conflict of interest arises, we will notify you of this. A copy of our Conflicts of Interest policy is available on request.

Investor Compensation Company Ltd

This company is a member of the Investor Compensation Scheme established under the Investment Compensation Act 1998. The legislation provides for the establishment of a compensation scheme and to the payment, in certain circumstances, of compensation to clients of firms covered by the Act. However, clients should be aware that a right to compensation will only arise where money or investment instruments held by, BMCI Insurance & Investments Ltd on clients' behalf, cannot be returned either for the time being or for the foreseeable future and where the client falls within the definition of eligible investor as contained in that Act, and to the extent that the client's loss is recognised for the purposes of the Act.

If a right to compensation is established, the amount payable is the lesser of 90% of your loss which is recognised as being eligible for compensation or € 20,000. Further information on the scheme is available from the Central Bank of Ireland.

Brokers Ireland

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its member firms, up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf. If the member firms is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request

Governing Law

BMCI Insurance & Investments Ltd Terms of Business shall be governed by and constructed in all aspects according to the laws of the Republic of Ireland.

Consumer Insurance Contracts Act 2019

The Consumer Insurance Contracts Act 2019 is aimed at enhancing consumer protection. The following sets out key provisions of the Act:

Subject to certain conditions, a consumer may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 days after the date the consumer was informed that the contract is concluded. In the case of general insurance, the insurer cannot impose any financial costs on the consumer other than the cost of the premium for the period of cover.

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.

A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved.

Duty of Disclosure when completing documentation for new business/renewals and midterm adjustments

Section 14 (1) – (5) of the **Consumer Insurance Contracts Act** which is effective from 1st March 2022 alters consumer's duty of disclosure:

You are under a duty to answer all questions that have been asked, honestly and with reasonable care and attention. You are not under any duty to volunteer any information over and above what is asked in these questions. The questions we ask are material to the risk to be undertaken by the relevant insurer, or the calculation of the premium by the relevant insurer, or both. If you do not answer these questions honestly and with reasonable care and attention, the relevant insurer may use the remedies available to them, including any remedies under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) which may include the remedy to cancel the contract, reject a claim or to limit the amount they pay in the event of a claim.

Specific questions will be asked. Where you do not provide additional information (after being requested to do so) it can be presumed that the information previously provided remains unchanged.

Completed Proposal Forms/Statement of Fact

Completed Proposal Forms or Statements of Facts will be provided to you. These are important documents as they form the basis of an insurance contract between the insurer and you the consumer. You should review and confirm that the answers contained within are true and accurate.

New Business & Renewal:

You may cancel a contract of insurance, by giving notice in writing to the insurer, within 14 working days after the date you were informed that the contract is concluded. This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004) which is 30 days in respect of life policies, irrespective of whether the sale took place on a non-face to face basis, and 14 days in respect of general policies and only on sales that took place on a non-face to face basis (distance sales). Please refer to your policy document for Cooling Off period specific to your policy. The giving of notice of cancellation by you will have the effect of releasing you from any further obligation arising from the contract of insurance. The insurer cannot impose any costs on you other than the cost of the premium for the period of cover. This right to cancel does not apply where, in respect of life insurance the contract is for a duration of six months or less, or in respect of general insurance, the duration of the contract is less than one month. -A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Act, in proportion to the breach involved

Post-Contract Stage and Claims:

The consumer is under a duty to pay their premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance. A court of competent jurisdiction can reduce the pay-out to the consumer where they are in breach of their duties under the Consumer Insurance Contracts Act 2019, in proportion to the breach involved

If, in respect of the insurance contract the insurer is not obliged to pay the full claim settlement amount until any repair, replacement or reinstatement work has been completed and specified documents for the work have been furnished to the insurer, the claim settlement deferment amount cannot exceed

- 5% of the claim settlement amount where the claim settlement amount is less than €40,000, or
- 10% of the claim settlement amount where the claim settlement amount is more than €40,000.

An insurer may refuse a claim made by a consumer under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively changed the risk to one which the insurer has not agreed to cover. The consumer must cooperate with the insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in reasonable time. The consumer must notify the insurer of a claim within reasonable time, or otherwise in accordance with the terms of the contract of insurance.

If the consumer becomes aware after a claim is made of information that would either support or prejudice the claim, they are under a duty to disclose it. The insurer is under the same duty. If the consumer makes a false or misleading claim in any material respect (and knows it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract. Where an insurer becomes aware that a consumer has made a fraudulent claim, they must notify the consumer advising that they are avoiding the contract of insurance. It will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all

liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

Terms of Business Acknowledgement Letter

Terms of Business Effective Date February 2026 v1

Client Name: _____

Terms of Business

Attached are the Company's Terms of Business, which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

Client Signature Date.....

Consent to Contact

At BMCI we take your data protection seriously and will only use your data as set out in our privacy statement. At BMCI, we currently contact you via Email, Phone, SMS and Post. From time to time we may wish to contact you in relation to the other services we provide and if you wish to amend the method of contact please complete the following and return to us.

Agreed methods of contact

- Email
- Phone
- SMS
- Post
- Please do not contact me

Client Signature Date.....

* Even if you do subscribe now you can always unsubscribe at any time.